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8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF PENNSYLVANIA

10 GEORGE STEINMETZ, )  
11 ) Case No.  
12 Plaintiff, )  
13 )  
14 v. ) COMPLAINT  
15 )  
16 MCGRAW-HILL GLOBAL EDUCATION )  
17 HOLDINGS, LLC and MCGRAW-HILL ) DEMAND FOR JURY TRIAL  
18 SCHOOL EDUCATION HOLDINGS, LLC )  
19 )  
20 Defendants. )  
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Plaintiff George Steinmetz (“Steinmetz”), for his Complaint against Defendants McGraw-Hill Education Global Education Holdings, LLC and McGraw-Hill School Education Holdings, LLC (collectively “MHE”) alleges:

**STATEMENT OF ACTION**

1. This is an action for copyright infringement brought by Steinmetz, the owner of copyrights to the photographs (“Photographs”) described hereafter and originally licensed for limited use by MHE, against MHE for unauthorized uses of Plaintiff’s photographs.

**PARTIES**

2. Steinmetz is a professional photographer engaged in licensing photographs to publishers, including MHE. He is a United States citizen and a resident of New Jersey.

3. MHE is a sophisticated global publisher incorporated in Delaware. MHE sells and distributes its publications in the Eastern District of Pennsylvania and throughout the United States, and overseas, including the publications and ancillary materials in which Plaintiff's photographs are unlawfully reproduced. At all times pertinent to the allegations herein, MHE acted through or in concert with its various imprints, divisions, subsidiaries, affiliates, and/or third parties.

**JURISDICTION**

4. This is an action for injunctive relief, statutory damages, monetary damages, and interest under the copyright laws of the United States. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 (federal question) and 1338 (copyright).

**VENUE**

5. Venue is appropriate in this District pursuant to 28 U.S.C. §§ 1391(a) and (b) and 28 U.S.C. §§ 1400(a).

**FACTS COMMON TO ALL COUNTS**

6. Steinmetz is the owner of copyrights in the attached photographic images ("Photographs") depicted in Exhibit 1.

7. As set forth in Exhibit 1, the Photographs have been registered with the United States Copyright Office or have pending copyright registrations. For the Photographs identified as having pending registrations, complete applications, fees, and deposit materials for copyright registrations have been received by the Copyright Office in compliance with the Copyright Act, 17 U.S.C. §§ 101, *et seq.*

8. Between 1997 and 2010, in response to permission requests from MHE, Steinmetz sold MHE limited licenses to use copies of the Photographs in particular educational publications

1 identified in MHE's requests. The licenses granted MHE were expressly limited by number of  
2 copies, distribution area, language, duration, and/or media, as summarized in Exhibit 1.

3 9. After obtaining the licenses, MHE exceeded the licenses and infringed Steinmetz's  
4 copyrights in the Photographs in various ways, including:

- 5 a. printing more copies of the Photographs than authorized;
- 6 b. distributing publications containing the Photographs outside the authorized  
7 distribution area;
- 8 c. publishing the Photographs in electronic, ancillary, or derivative publications  
9 without permission;
- 10 d. publishing the Photographs in international editions and foreign publications  
11 without permission;
- 12 e. publishing the Photographs beyond the specified time limits.

13 10. After obtaining access to the Photographs, MHE used the Photographs without any  
14 license or permission in additional publications that have not yet been identified. Because MHE  
15 alone knows of these wholly unauthorized uses, Steinmetz cannot further identify them without  
16 discovery.

17 11. MHE alone knows the full extent to which it has infringed Steinmetz's copyrights  
18 by making unauthorized uses of the Photographs, but it has not shared this knowledge with  
19 Steinmetz.

20 12. Other photographers and stock photography agencies have brought copyright  
21 infringement claims against MHE nearly identical to those asserted by Steinmetz in this action.  
22 Since 2011, MHE has been sued for copyright infringement in furtherance of the scheme described  
23 herein in the following actions:

- 24 a. *Viesti Associates, Inc. v. The McGraw-Hill Companies, Inc.*, No. 11-cv-01237  
25 (D. Colo.);
- 26 b. *Gibson et al v. The McGraw-Hill Companies, Inc.* No. 11-cv-02765-JPO  
27 (S.D.N.Y.);
- 28

- c. *Muench Photography, Inc. v. The McGraw-Hill Companies, Inc.*, No. 12-cv-06595 (S.D.N.Y.);
- d. *DRK Photo v. The McGraw-Hill Companies Incorporated et al*, No. 12-cv-08093 (D. Ariz.);
- e. *Grant Heilman Photography, Inc. v. The McGraw-Hill Companies, Inc.*, No. 12-cv-02061 (E.D. PA);
- f. *Viesti Associates, Inc. v. The McGraw-Hill Companies, Inc.*, No. 12-cv-00668 (D. Colo.);
- g. *Frerck v. The McGraw-Hill Companies, Inc.* No. 12-cv-07516 (N.D. Ill.);
- h. *Panoramic Stock Images, Ltd v. McGraw-Hill Global Educ. Holdings, LLC et al.* 12-cv-09881 (N.D. Ill.);
- i. *Young-Wolff v. The McGraw Hill Companies, Inc.* No. 13-cv-04372 (S.D.N.Y.);
- j. *Lefkowitz v. The McGraw-Hill Companies, Inc.* No. 13-cv-05023 (S.D.N.Y.);
- k. *McGraw-Hill Global Education Holdings LLC et al v. Lewine* No. 13-cv-4338 (S.D.N.Y.);
- l. *Englebert et al v. McGraw-Hill Global Education Holdings LLC et al*, No. 14-cv-02062 (E.D. PA);
- m. *Gordon v. McGraw-Hill Global Education Holdings LLC et al*, No. 14-cv-3988 (E.D. PA);
- n. *McGraw-Hill Global Education Holdings LLC et al v. Jon Feingersh Photography, Inc.* No. 14-cv-5050 (S.D.N.Y.);
- o. *McGraw-Hill Global Education Holdings LLC et al v. Minden Pictures, Inc.* No. 15-cv-00243 (S.D.N.Y.); and
- p. *Clifton v. McGraw-Hill Global Education Holdings LLC et al.*, No. 15-cv- (N.D. CA).

13. The following examples of unauthorized printings illustrate MHE's practice of infringing copyrights in photographs:

- a. MHE licensed to print 100,000 copies of images in *Algebra 1* 2003. It printed 1,213,373 copies.
- b. MHE licensed to print 100,000 copies of images in *Pre-Algebra* 2003. It printed 837,783 copies.
- c. MHE licensed to print 300,000 copies of images in *Everyday Math* 2007. It printed 779,281 copies.
- d. MHE licensed to print 60,000 copies of images in *Macmillan Health and Wellness*, Grade 3. It printed 345,050 copies.
- e. MHE licensed to print 60,000 copies of images in *Macmillan Health and Wellness*, Grade 4. It printed 365,000 copies.
- f. MHE licensed to print 60,000 copies of images in *Macmillan Health and Wellness*, Grade 5. It printed 358,000.
- g. MHE licensed to print 100,000 copies of images in *Science 2008* – California Grade 4. It printed 249,533.
- h. MHE licensed to print 100,000 copies of images in *Biology 10e* 2009. It printed 195,958.
- i. MHE licensed to print 105,000 copies of images in *Physics: Principles & Problems* 2002. It printed 289,449.
- j. MHE licensed to print 100,000 copies of images in *Physics: Principles & Problems* 2005. It printed 594,608.
- k. MHE licensed to print 100,000 copies of images in *Glencoe Science* 2005. It printed 580,377.
- l. MHE licensed to print 100,000 copies of images in *The World and Its People* 2005. It printed 298,178.

14. On September 23, 2014, a jury sitting in the Eastern District of Pennsylvania found MHE liable for copyright infringement of 38 photographs in 11 textbooks by the same scheme Steinmetz alleges here. *See Grant Heilman Photography, Inc. v. McGraw-Hill School Education Holdings, LLC, et al.*, No. 5:12-cv-2061-MMB (Doc. 180, Judgment). The jury awarded \$127,087 in actual damages and profits to that stock photography agency for those infringements.

15. On November 25, 2014, Judge Rebecca Pallmeyer in the Northern District of Illinois found MHE liable on summary judgment for 81 counts of copyright infringement for

engaging in the same scheme Steinmetz alleges here (“ . . . McGraw-Hill violated the licensing agreements in three distinct ways: print overruns, distribution outside the authorized geographic areas, and unlicensed reproductions in electronic media.”). *See Panoramic Stock Images, Ltd. v. McGraw-Hill Global Education Holdings, LLC et al.*, No. 1:12-cv-09881 (Doc. 85, Memorandum Opinion and Order, p. 13).

16. Exhibit 1 attached hereto is incorporated into this Complaint by this reference.

## COUNT I

### COPYRIGHT INFRINGEMENT AGAINST MHE

17. Plaintiff incorporates herein by this reference each and every allegation contained in the paragraphs set forth above.

18. The foregoing acts of MHE constitute infringements of Plaintiff’s copyrights in the Photographs in violation of 17 U.S.C. §§ 501 et seq.

19. Plaintiff suffered damages as a result of MHE’s unauthorized use of the Photographs.

WHEREFORE, Plaintiff requests the following:

1. A preliminary and permanent injunction against Defendants and anyone working in concert with Defendants from copying, displaying, distributing, selling or offering to sell Plaintiff’s Photographs described in this Complaint and Plaintiff’s photographs not included in suit.

2. As permitted under 17 U.S.C. § 503, impoundment of all copies of Plaintiff’s Photographs used in violation of Plaintiff’s exclusive copyrights as well as all related records and documents and, at final judgment, destruction or other reasonable disposition of the unlawfully used Photographs, including digital files and any other means by which they could be used again by Defendants without Plaintiff’s authorization.

3. An award of Plaintiff’s actual damages and all profits derived from the unauthorized use of Plaintiff’s Photographs or, where applicable and at Plaintiff’s election, statutory damages.

4. An award of Plaintiff’s reasonable attorneys’ fees.

1           5.       An award of Plaintiff's court costs, expert witness fees, interest and all other  
2 amounts authorized under law.

3           6.       Such other and further relief as the Court deems just and proper.

4                               **DEMAND FOR JURY TRIAL**

5       Plaintiff demands a trial by jury of all issues permitted by law.

6       DATED: December 11, 2015

7                               Plaintiff George Steinmetz, by his  
8 attorneys,

9                               /s/ Maurice Harmon

10                              Harmon & Seidman LLC

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